

**This Document Prepared By:**

**WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SOUTH CAROLINA 29715**

**When Recorded Mail To:**

**FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS  
Phone: 800-416-1472**

**Parcel ID: 56-01-0035.004**

**COPY**

**[Space Above This Line For Recording Data]**

**Original Recorded Date: NOVEMBER 7, 2003 Fannie Mae Loan No. 0614417897  
Original Principal Amount: \$ 260,000.00**

**LOAN MODIFICATION AGREEMENT  
(Providing for Step Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 23RD day of DECEMBER, 2010, between DANIELE F. AMATO AND TAMARA L. AMATO

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated NOVEMBER 3, 2003 and recorded in Book or Liber 2071, at page(s) 1124, Instrument No. 200300053364 of the Official Records of SCHUYLKILL COUNTY, PENNSYLVANIA , and (2)

(Name of Records) (County and State, or other jurisdiction) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 385 RIDGE ROAD, ORWIGSBURG, PENNSYLVANIA 17961 ,

(Property Address)

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**  
CoreLogic Document Services  
CoreLogic, Inc.  
CLDS# FM3162 Rev. 12-01-10

**Form 3162 6/06 (rev. 01/09)  
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the real property described being set forth as follows:  
**SEE ATTACHED EXHIBIT "A"**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **FEBRUARY 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **203,063.87** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of **2.000** % from **FEBRUARY 1, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,496.14** beginning on the **1ST** day of **MARCH, 2011**. During the sixth year, interest will be charged at the yearly rate of **3.000** % from **FEBRUARY 1, 2016**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,554.44** beginning on the **1ST** day of **MARCH, 2016**. During the seventh year, interest will be charged at the yearly rate of **4.000** % from **FEBRUARY 1, 2017**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,606.80** beginning on the **1ST** day of **MARCH, 2017**. During the eighth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.875** %, from **FEBRUARY 1, 2018**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,646.98** beginning on the **1ST** day of **MARCH, 2018** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 01, 2023**, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



6. This Agreement modifies an obligation secured by an existing security instrument recorded in SCHUYLKILL County, PENNSYLVANIA , upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 190,540.70 . The principal balance secured by the existing security instrument as a result of this Agreement is \$ 203,063.87 , which amount represents the excess of the unpaid principal balance of this original obligation.

**WELLS FARGO BANK, N.A.**

Name:  
Its:

(Seal)  
- Lender

**DANIELE F. AMATO**

(Seal)  
- Borrower

**TAMARA L. AMATO**

(Seal)  
- Borrower

**CLERK OF COURT**

(Seal)  
- Borrower

**LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument**  
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CLDS# FM3162-4 Rev. 12-01-10

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[Space Below This Line For Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

State of PENNSYLVANIA

County \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_,  
 the undersigned officer, personally appeared \_\_\_\_\_  
**DANIELE F. AMATO AND TAMARA L. AMATO**  
 \_\_\_\_\_  
 \_\_\_\_\_

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument,  
 and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
 Title of Officer**LENDER ACKNOWLEDGMENT**

State of \_\_\_\_\_

County \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
 the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the  
 \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a corporation, and that he as such \_\_\_\_\_, being authorized to do so,  
 executed the foregoing instrument for the purposes therein contained by signing the name of the corporation  
 by himself as \_\_\_\_\_.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
 Title of Officer**Certificate of Residence:**

I do certify that the precise address of the within named mortgagee is

**WELLS FARGO BANK, N.A.**

**3476 STATEVIEW BLVD, MAC# X7801-03K**

**FORT MILL, SOUTH CAROLINA 29715** By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: **FEBRUARY 1, 2011**

Loan Number: **9360614417897**

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **DANIELE F. AMATO AND TAMARA L. AMATO**

Property Address: **385 RIDGE ROAD  
ORWIGSBURG, PENNSYLVANIA 17961**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower \_\_\_\_\_ Date  
**DANIELE F. AMATO**

Borrower \_\_\_\_\_ Date  
**TAMARA L. AMATO**

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Date: **FEBRUARY 1, 2011**  
Loan Number: **9360614417897**  
Lender: **WELLS FARGO BANK, N.A.**

Borrower: **DANIELE F. AMATO AND TAMARA L. AMATO**

Property Address: **385 RIDGE ROAD  
ORWIGSBURG, PENNSYLVANIA 17961**

## **ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of **WELLS FARGO BANK, N.A.**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

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**DANIELE F. AMATO**

Date

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**TAMARA L. AMATO**

Date

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Date

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Date

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Date

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Date